

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

FREDRICK F. DUNLAP,

Plaintiff,

vs.

STATE FARM FIRE & CASUALTY CO., a  
Foreign Corporation,

Defendant.

**CJ-2012-00935**

Case Number: CARLOS J. CHAPPELLE

JUDGE:

DISTRICT COURT  
**FILED**

FEB 22 2012

PETITION

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

COMES NOW the Plaintiff, Fredrick F. Dunlap, and for his causes of action against the Defendant, State Farm Fire & Casualty Co., alleges and states:

**I. PARTIES, JURISDICTION AND VENUE**

The Plaintiff is a resident of Tulsa County. The Defendant is a foreign corporation doing business in Tulsa County, where the insurance policy involved was issued and the causes of action arose. This Court, therefore, has jurisdiction over the Parties and subject matter.

Venue is also proper.

**II. FACTUAL ALLEGATIONS**

**Breach of Contract**

On November 18, 2011, Plaintiff's boat was stolen. Therefore, Plaintiff made a claim with the Defendant as a result of this theft loss for benefits pursuant to a Policy of Insurance with which the Plaintiff was insured by the Defendant under *Policy Number 36-BL-X558-8*. The Defendant has failed to pay the claim and is in breach of the insurance contract.

**WHEREFORE**, Plaintiff seeks damages against the Defendant as a result of the breach in



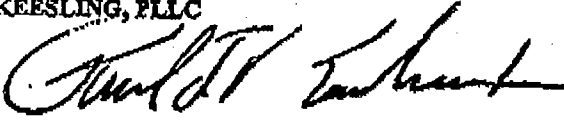
the amount of \$9,200.00, along with pre-judgment interest, court costs, attorney fees and any further relief that the Court deems just.

### **Bad Faith**

The Defendant violated its duty of good faith and fair dealing, by unreasonably and in bad faith, refusing to pay Plaintiff's valid claim under the insurance policy when it was required to do so pursuant to the contract. The Defendant's refusal to pay the claim was unreasonable because it did not evaluate the results of the investigation that it performed properly and has no reasonable basis for its refusal to pay the claim. The Defendant did not deal fairly and in good faith with the Plaintiff and the violation by the Defendant of its duty of good faith and fair dealing was the direct cause of damages sustained by the Plaintiff.

### **III. REQUEST FOR RELIEF**

WHEREFORE, Plaintiff seeks actual damages against the Defendant for financial losses, embarrassment, mental pain and suffering, for an amount in excess of \$75,000, Court Costs and Attorney Fees. Furthermore, Defendant has recklessly disregarded its duty to deal fairly and in good faith and intentionally and with malice breached its duty to deal fairly and act in good faith, while ignoring the high probability that there was a substantial and unnecessary risk that its conduct would cause serious damages to Plaintiff. Defendant's conduct was intentional and without just cause or excuse. THEREFORE, Plaintiff also seeks punitive and exemplary damages against the Defendant for an amount in excess of \$75,000.00, along with Court Costs.

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| <p><b>ATTORNEY LIEN CLAIMED</b></p> <p><b>JURY TRIAL DEMANDED</b></p> | <p>Respectfully submitted,</p> <p><b>RICHARDSON RICHARDSON BOUDREAU</b><br/><b>KEESLING, PLLC</b></p>  <hr/> <p>Paul T. Boudreaux, OBA #990<br/>7447 South Lewis Avenue<br/>Tulsa, Oklahoma 74136<br/>(918) 492-7674 Tel<br/>(918) 493-1925 Fax<br/><i>Attorneys for Plaintiff</i></p> |
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